

# Conditions of the agreement for the servicing of payment cards

Valid from  
5 August 2014

## 1. GENERAL PROVISIONS

- 1.1 This agreement for the servicing of payment cards (hereinafter **Agreement**) shall regulate the relations between AS LHV Pank (hereinafter **Bank**) and the Bank's customer (hereinafter **Merchant**) in the use of the Service by the Merchant as well as any other circumstances related to the above.
- 1.2 These conditions of the Agreement for the servicing of payment cards (hereinafter **Conditions**) shall form an integral part of the Agreement, and shall be applicable to the Agreement, unless otherwise agreed between the Bank and the Merchant.
- 1.3 In issues not regulated by the Agreement, the Bank and the Merchant shall be governed additionally by the General Conditions and any other documents referenced therein insofar as this does not conflict with these Conditions or any other conditions of the Agreement.
- 1.4 The Agreement shall be governed by the laws of the Republic of Estonia.

## 2. DEFINITIONS

- 2.1 Terms with capitalised initial letters used in the Conditions (including in any annexes to the Conditions) or in the Agreement, but not defined, shall have the meanings assigned to them in the General Conditions.
- 2.2 Terms with capitalised initial letters used in the Conditions (including in any annexes to the Conditions) and in the Agreement, not defined elsewhere in the Conditions, Agreement or General Conditions, shall have the following meanings:
  - 2.2.1 **Data Security Requirements** are the *Payment Card Industry Data Security Standard* used by International organisations and the security standards established by International organisations for equipment in the payment card industry, all available at [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org);
  - 2.2.2 **Authorisation** is
    - (i) a query effected from a Terminal verifying the validity of a Card, the availability of sufficient funds in the account opened with the issuer of the Card and linked to the Card or in any other record-keeping system linked to the Card and reserving in the above account or other record-keeping system the funds needed for the effecting of a Transaction, or
    - (ii) in instances permitted by and on conditions set by the Bank, Processor and /or International Card Organisation, an operation performed by a Terminal verifying the validity of a Card and the availability on a Card of a funds limit accepted by default for Transactions and reserving a portion of the said limit corresponding to the Transaction amount.
  - 2.2.3 **Price List** is a list of certain Charges appended to the Conditions as Annex 1.
  - 2.2.4 **Card User** is a person whose name has been recorded on the Card and who holds an account linked to the Card, or a person responsible toward the issuer of the Card for the performance of obligations resulting from the use of the Card in accordance with a similar record-keeping system or a person to whom the above person has granted the right to use the Card;
  - 2.2.5 **Card Issuer** is a credit institution or other party which, in accordance with applicable legislation, has issued a Card and ensures the performance of any obligations towards other parties resulting from the use of the Card;
  - 2.2.6 **Card** is an electronic means of payment enabling the user of a Card to effect Transactions, among other things;
  - 2.2.7 **Account** is the bank account at LHV Pank of a merchant specified in an Agreement or, by agreement between the Parties, also some other Merchant into which the Bank shall transfer amounts payable to the Merchant in relation to Transactions, the Service or the Agreement and which the Bank shall debit with the amounts payable by the Merchant in relation to Transactions, the Service or the Agreement;
  - 2.2.8 **Receipt** is a document issued by a Terminal indicating information concerning the occurrence of a Transaction and the conditions thereof in accordance with the requirements of the Bank, Processor and International Card Organisation;
  - 2.2.9 **Point of Sale** is a trading place indicated on the front page of the Agreement or, by agreement between the Parties, in any other document appended to the Agreement where the Merchant sells goods or provides services and accepts payment for them by means of a Transaction effected by means of a Card;
  - 2.2.10 **Banking Day** is any day that is not a Saturday, Sunday, national holiday or public holiday in Estonia;
  - 2.2.11 **Parties** are the Bank and the Merchant together, and Party is the Bank or the Merchant separately;
  - 2.2.12 **International Card Organisation** is MasterCard Worldwide, Visa International, American Express International or the administrator of an international payment card system accepted by the Bank;
  - 2.2.13 **Claim in Recovery** is a proceeding initiated on the basis of an application by the user of a Card (or the party holding an account linked to the Card), in accordance with the regulations of the Processor and / or International card organisation, whereby a claim is put forward for the partial or full refund by the Merchant of an amount paid in the course of a Transaction;
  - 2.2.14 **Security Deposit** is a term deposit opened by the Merchant at LHV Pank on conditions set by the Bank and pledged or established in some other manner as collateral in favour of the Bank securing the Merchant's obligations toward the Bank under the Agreement;
  - 2.2.15 **Charge** is a charge, indemnity, or fine set out in the Price List or General Price List paid by the Merchant to the Bank in relation to the use of the Service or Leased Terminal or some other activity or circumstance resulting under or related to the Agreement;
  - 2.2.16 **Service** is a service provided by the Bank whereby the Bank shall make available to the Merchant a system of technical and other facilities and solutions
    - (i) enabling the user of a Card to make payment for goods or services bought from the Merchant using the Card by means of Transactions and to carry out activities related to the above,

- (ii) whereby the Bank shall arrange for the crediting of the Account with any amounts payable to the Merchant under the Transaction on the conditions set out in the Agreement;
- (iii) and whereby the availability and provision of the necessary measures and support services to support and service the above;

2.2.17 **Transaction** is a card payment transaction(that is, an instruction to the issuer of a Card via Terminal, by means of the Card, for payment for goods or services purchased from the Merchant) effected by the user of a Card at a Point of Sale or any other operation related to the above and permitted by the Bank;

2.2.18 **Terminal** is an electronic device accepted by the Bank, whereby Transactions may be effected or other necessary information transmitted for the processing of Transactions or the completion of related settlements. A Terminal may be a separate device or make up a part of the Merchant's cash register system;

2.2.19 **Processor** is a party designated by the Bank who, working with the Bank, provides the service of the technical processing of Transactions and of related information exchange in Estonia, and provides a similar service and information exchange with International card organisations. The name of the Processor has been published at [www.lhv.ee/tingimused](http://www.lhv.ee/tingimused);

2.2.20 **Cancellation** is the cancellation of a completed Transaction by the Merchant (or, in instances specified in the Agreement, the Bank), as a result of which any amounts paid under the Transaction shall be refunded to the party holding the Account linked to the Card (or, if the Transaction has not been settled yet, any such amounts reserved shall be released);

2.2.21 **General Price List** is the Bank's general price list, set out in the General Conditions, of charges (including Charges) collected for banking and related services, published at [www.lhv.ee/tingimused](http://www.lhv.ee/tingimused);

2.2.22 **General Conditions** are the Bank's General Conditions as applicable as at the relevant point in time. The General Conditions shall be available at [www.lhv.ee/tingimused](http://www.lhv.ee/tingimused);

2.2.23 **Leased Terminal** is a Terminal owned by the Bank or used by the Bank under an agreement concluded with a third party which the Bank has made available for the Merchant's use on the conditions set out in the Agreement;

2.2.24 **Security Requirements for Acceptance** are regulations and security requirements established by the Bank and the Processor for acceptance of Cards for the effecting of a Transaction by the Merchant in terms of mandatory procedures turned over to the Merchant upon the conclusion of the Agreement and subject to modification by the Bank and the Processor from time to time, and available in an up-to-date version at [www.lhv.ee](http://www.lhv.ee).

### 3. SERVICE

3.1 The Bank shall provide the Service on the conditions set out in the Agreement. Unless legislation stipulates otherwise, the Bank shall be subject to the obligations set out in the Agreement only.

3.2 In providing the Service, the Bank shall perform the following functions:

- 3.2.1 Collection of information needed for the provision of the service and organising the information exchange and communications between the Processor and the Merchant needed for the commencement of the provision of the Service;
- 3.2.2 Crediting the Account with any amounts payable to the Merchant under transactions in accordance with the information received from the Processor;
- 3.2.3 Debiting the Account with any amounts payable by the Merchant under cancellations and settled Claims in recovery in accordance with the information received from the Processor; and
- 3.2.4 Processing Claims in recovery (including the provision of relevant information or documents) and deciding on refunds in the instances and amounts stipulated in agreements concluded between the Bank, the Processor and/or International card organisation and/or under regulations established otherwise by an International card organisation.

3.3 Without prejudicing the applicability of any provisions in clauses 3.1 or 15, it shall not be the function of the Bank to organise the data communications related to a Transaction or to process any Transaction data. In effecting any funds transfers related to a Transaction, the Bank shall draw on information provided by the Processor.

### 4. CONDITIONS FOR THE PROVISION OF THE SERVICE

4.1 The Merchant shall provide the Bank with all the information needed for the provision of the Service (including in terms of every individual Point of Sale, if needed) on the scale and in the format set by the Bank and update it should the relevant information change or the Bank so require, including the provision of the Bank with any information on the goods or services provided at a Point of Sale. If the Merchant wishes to significantly change the make-up of the services or goods provided at a Point of Sale, the Merchant shall notify the Bank of such changes before the relevant change is made.

4.2 The Processor's representative shall install or set up at a Point of Sale a Terminal (including a Terminal that is part of a cash register system) within 4 (four) Banking Days from the conclusion of the Agreement and the provision of the necessary information by the Merchant, whereupon the Merchant shall be able to start using the Service. The Merchant shall provide the conditions for the above, including access to the Point of Sale and to the communications and electricity networks there.

4.3 Simultaneously with the installation or setting-up of a Terminal, the Processor's representative shall provide instruction at the Point of Sale as to the conditions for the use of the Service, during which the Merchant's employees or any other persons specified by the Merchant shall be provided with information about procedures related to the use of the Service, including accepting Cards, using a Terminal and effecting Transactions, with necessary information on the prevention of card fraud and clarification on options for user support for the Service provided. The Merchant shall ensure that all its employees or other persons to use the Service attend the instruction or that their awareness of the conditions for the use of the Service is ensured by some other means.

4.4 Where the Merchant uses at a Point of Sale a terminal other than a Leased Terminal or a Terminal purchased from the Bank, any such Terminal shall meet the requirements for the use of the Service as determined by the Bank. The relevant assessment shall be conducted by the Bank or a party designated by the Bank, with any costs related to the assessment paid by the Merchant. The Bank shall be under no obligation to either justify or explain why a Terminal used by the Merchant does not meet the requirements necessary for the use of the Service. In any such Terminal, the Merchant shall use the most up-to-date official software and necessary add-ons available from the importer of the device and shall have the Terminal serviced on a scheduled basis by a party authorised by the importer. Any costs related to the maintenance of such a Terminal shall be paid by the Merchant.

4.5 The Bank shall be entitled to require the Merchant to use at a Point of Sale promotional material referring to the possibility of effecting Transactions or the use of the Service, including stickers, signs, labels or other information media identifying the Cards acceptable for effecting a Transaction and the Bank as the provider of the Service. If the Bank presents the relevant request, the Merchant shall present the relevant promotional material at a Point

of Sale in a manner allowing the user of a Card to reasonably notice and understand such information. Promotional materials shall be prepared by the Bank, who shall turn them over to the Merchant free of charge.

- 4.6 Unless agreed otherwise by the Parties, the Merchant may use a Terminal set up for the use of the Service only at the Points of sale stipulated in the Agreement. The Merchant shall not be allowed to transfer any such Terminal to a third party (including to a subsidiary or affiliate of the Merchant) or to use the Terminal for effecting Transactions at a location other than a Point of Sale.
- 4.7 The Merchant shall observe the Data Security Requirements (including by ensuring that a Terminal is kept in secure conditions, that its location at a Point of Sale and the equipment and communications systems needed for connecting it meet the Data Security Requirements and that it is accessible only to the Merchant's employees or representatives duly authorised by the Merchant). At the Bank's request, the Merchant shall provide the Bank with documentation or other information proving that the Merchant is meeting the Data Security Requirements. Any costs related to meeting the Data Security Requirements shall be paid by the Merchant. The Merchant shall be liable for any loss or damage incurred by the Bank, the user of a Card, the issuer of a Card or any other party as a result of a breach of the Data Security Requirements.
- 4.8 The Merchant shall provide access to a Point of Sale at a time previously agreed with the Bank (however, in any event within 2 (two) Banking Days from a relevant request being presented by the Bank) to representatives of the Bank or the Processor for installing or setting up a Terminal or for checking whether the conditions for the use of the Service are being met and, if the Merchant is using a Leased Terminal, for checking the condition of any such Leased Terminal. The Merchant shall ensure before providing access to a Terminal to the relevant parties that they are representatives of the Bank or the Processor, and they shall present personal identification documents at the Merchant's request.
- 4.9 The Merchant shall abide by the orders or instructions issued by the Bank or the Processor in relation to the provision of the Service and shall meet the requirements set by the Processor or an International card organisation in relation to the use of a Terminal or the effecting of a Transaction.
- 4.10 In addition to any other restrictions set out in the Agreement, the Merchant shall be forbidden to:
  - 4.10.1 set minimum or maximum limits on the amount of a Transaction;
  - 4.10.2 collect from the user of a Card any additional charge whatsoever when a Transaction is effected;
  - 4.10.3 decline to accept a Card for effecting a Transaction, if such a Card may be used at the Point of Sale under the conditions of the Agreement;
  - 4.10.4 copy or otherwise save the information of a Card or Transaction, except the preservation of a Receipt needed for effecting a Transaction;
  - 4.10.5 modify the equipment or location of a Terminal without the consent of the Bank or the Processor;
  - 4.10.6 unless agreed otherwise between the Parties, effect Transactions without a card being used for the Transaction being physically connected to the Terminal;
  - 4.10.7 permit the user of a Card to meet any payment obligations other than payment of the price of services or goods purchased from the Merchant;
  - 4.10.8 distribute a purchase completed using a single Card among multiple Transactions or Receipts; or
  - 4.10.9 allow a Card to be used for payment for the costs of the business operations of a third party.

## 5. EFFECTING OF TRANSACTIONS

- 5.1 When accepting cards for effecting of Transactions, the Merchant shall abide by the Security Requirements for Acceptance. Among other things, the Merchant hereby undertakes to ensure that when a Card is being accepted for the effecting of a Transaction the Merchant's employee or other duly authorised representative shall inspect the Card visually to ensure that it meets the Security Requirements for Acceptance.
- 5.2 The Merchant shall ensure that its employee or other duly authorised representative shall establish the identity of the user of a Card in accordance with the procedure set under the Security Requirements for Acceptance every time she/he (or the exercising of reasonable care) develops suspicions as to the identity of the user of a Card or as to the genuineness of a Card presented.
- 5.3 If a Card for the effecting of a Transaction is presented by a person who is not the user of the Card, the Merchant may not allow a Transaction to be effected and shall be required to seize such a Card from the person. If a Card bearing signs of forgery is presented for the effecting of a Transaction, the Merchant shall be required to seize such a Card from the person. The Merchant shall turn over all seized Cards to the Bank within 3 (three) Banking Days, at the latest. When a Transaction is being effected, the Merchant shall also abide by any other security instructions received from the Bank or the Processor.
- 5.4 The Merchant shall complete a Transaction in accordance with the rules of procedure for the use of a Terminal, requiring, among other things, the user of a Card to confirm the Transaction in accordance with the stipulated procedure.
- 5.5 When a Card is being accepted for the effecting of a Transaction, the Merchant shall authorise the required Transaction amount by means of the Terminal in the presence of the user of the Card. Authorisation shall be deemed to have been completed successfully once the Terminal has confirmed successful completion of a Transaction (that is, the availability of the funds or limit required for the effecting of a Transaction or the reservation thereof) in accordance with the stipulated procedure. If any technical fault whatsoever prevents the completion of Authorisation, the Merchant shall decline to complete the Transaction. If the Merchant accepts payment for goods or services through a Transaction without a successfully completed Authorisation, the Bank shall have no obligations whatsoever toward the Merchant in relation to such a Transaction. The Merchant shall be liable for any loss or damage incurred by the Bank, the user of a Card, the issuer of a Card or any other party as a result of a breach of the requirements for the Authorisation of a Transaction.
- 5.6 The Merchant shall print a Receipt in duplicate for every Transaction, with one given to the user of a Card and one retained by the Merchant for a period of 2 (two) years after the relevant Transaction. After the term for its preservation has expired, the Merchant shall destroy a Receipt in a manner such that any information about the Card or Transaction indicated on the Receipt is definitively illegible and unrecoverable. At the request of the Bank or the Processor, the Merchant shall promptly present Receipts to the Bank or the Processor, respectively, for checking.

## 6. PROVISION AND PROCESSING OF INFORMATION

- 6.1 The Merchant shall provide information about Transactions effected to the Processor for processing and confirming via a Terminal within 1 (one) 24 hour period from when a Transaction is effected. The Merchant shall keep the Terminal connected to the electricity and communications networks at all times and, if needed, provide assistance with the provision of Transaction Information to the Processor (including initiation of provision manually or performance of any other operations required from it by the Bank or the Processor).
- 6.2 The Processor shall check effected Transactions in accordance with the applicable regulations and provide consolidated information needed for the settlement of confirmed Transactions to the issuer of a Card (if needed, through an International card organisation) and to the Bank.

- 6.3 The Processor shall not confirm Transactions concerning which any information provided does not meet the applicable regulations, but shall provide the relevant information to the Bank. Any issues related to such Transactions shall be resolved by the Bank and Merchant separately.
- 6.4 The Merchant shall print out from a Terminal by the end of every 24 hour period a transmission report about Transactions forwarded to the Processor, retain it for at least 2 (two) years and promptly present the report to the Bank or the Processor, respectively, for checking.

## **7. COMPLETION OF SETTLEMENTS RELATED TO A TRANSACTION**

- 7.1 The Bank shall transfer any amounts payable to the Merchant under confirmed Transactions into an Account within 1 (one) Banking Day as of receiving from the Processor the information needed for the settlement of Transactions. The Bank shall be entitled to extend the above term to up to 2 (two) Banking Days if the Agreement has been concluded less than 3 (three) months before the settlement of the relevant Transactions or if the total amount of Transactions settled with the Merchant by the relevant point in time does not exceed EUR 10 000 (ten thousand).
- 7.2 If the information needed for settling Transactions reaches the Bank on a day that is not a Banking Day, it shall be deemed to have arrived at the Bank on the first Banking Day following such a day.
- 7.3 The Bank shall be entitled to reduce any amounts payable to the Merchant under transactions by the amounts of Charges or amounts resulting from Cancellations or settled Claims in recovery or any other overdue amounts which the Merchant is obliged to pay to the Bank under the Agreement or on some other basis.
- 7.4 Any amounts to be paid to the Merchant in relation to the settlement of Transactions shall be paid in euros.
- 7.5 The Bank shall be entitled to not disburse an amount payable to the Merchant under a Transaction if the information needed for the settlement of such a Transaction does not reach the Bank within 14 (fourteen) calendar days from the effecting of the Transaction. In such an instance, the relevant Transaction shall be considered cancelled after the lapse of the above term and the Bank shall have no obligations whatsoever toward the Merchant in relation to such a Transaction.

## **8. CANCELLATION OF A TRANSACTION**

- 8.1 The Merchant shall be entitled to cancel a Transaction at its discretion.
- 8.2 If the Merchant wishes to cancel a Transaction for which the information has not yet been forwarded to the Processor in accordance with clause 6.1, the Merchant shall issue an order for a Cancellation via the Terminal in accordance with the rules of procedure for the use of the Terminal. In such an event, the Transaction shall be deemed to not have occurred, any amounts reserved for the effecting of the Transaction shall be released, and the Bank shall have no obligations whatsoever under clause 7 toward the Merchant in relation to the relevant Transaction.
- 8.3 If the Merchant wishes to cancel a Transaction for which the information has already been forwarded to the Processor in accordance with clause 6.1, the Merchant shall prepare an application for its Cancellation and submit it via e-mail to the Processor, who shall check the information on the application in accordance with the applicable regulations and provide the consolidated information needed for the Cancellation to the issuer of the Card (if needed, through an International Card Organisation) and to the Bank.
- 8.4 The Bank shall reduce any subsequent amount payable to the Merchant under clause 7.1 by the amount of the cancelled Transaction or shall debit the Account with the relevant amount.
- 8.5 In the event of the Cancellation of a Transaction, the Bank shall not refund to the Merchant any Charges paid with such a Transaction.
- 8.6 The Merchant shall be liable toward the user of a Card for any consequences entailed by a Cancellation. The Merchant shall be liable for any loss or damage incurred by the Bank, the user of a Card, the issuer of a Card or any other party as a result of the Cancellation of a Transaction.

## **9. CLAIMS IN RECOVERY**

- 9.1 If a Claim in Recovery is presented in relation to a Transaction, the Bank shall notify the Merchant of this within 2 (two) Banking Days from receipt of the relevant information and shall provide to the Merchant any documents received with the Claim in Recovery and shall request the Merchant to provide any Receipts or other existing documents in relation to the disputed Transaction along with its clarifications and position as to the circumstances set out in the Claim in Recovery. The Merchant shall provide any documents or information required within 14 (fourteen) calendar days.
- 9.2 If a Claim in Recovery has been presented in relation to a Transaction effected with a Card issued by a Card Issuer represented in Estonia, the Bank shall, after receiving from the Merchant the information specified in clause 9.1, make a decision as to whether the Claim in Recovery is substantiated and shall inform the Merchant and the issuer of the Card, respectively, of its decision. If under the decision of the Bank a Claim in Recovery is to be settled, the Bank shall reduce any subsequent amount payable to the Merchant under clause 7.1 by the amount of the settled Claim in Recovery or shall debit the Account with the relevant amount on the following Banking Day after the decision to settle the Claim in recovery has been made.
- 9.3 If a Claim in recovery has been presented in relation to a Transaction effected with a Card issued by a Card Issuer located outside of Estonia, the subsequent proceedings concerning the Claim in Recovery shall be as follows:
  - 9.3.1 The Bank shall reduce any subsequent amount payable to the Merchant under clause 7.1 by the amount of the Claim in Recovery or shall debit the Account with the relevant amount on the following Banking Day after receiving information about the Claim in Recovery;
  - 9.3.2 If the Merchant does not provide the information specified in clause 9.1 within the stipulated term, the Bank shall present the Merchant with a second request to present the required documents and information within 5 (five) calendar days, in the case of failed compliance with which the Claim in Recovery shall be deemed to have been definitively settled
  - 9.3.3 Upon receiving information specified in clause 9.1, the Bank shall decide whether the Claim in Recovery is substantiated;
  - 9.3.4 If in the Bank's estimation a Claim in Recovery is to be settled, the Claim in Recovery shall be deemed to have been definitively settled;
  - 9.3.5 If in the Bank's estimation a Claim in Recovery is not to be settled, the Bank shall notify the issuer of the Card about this and shall increase any subsequent amount payable to the Merchant under clause 7.1 by the amount of the settled Claim in Recovery or shall credit the Account with the relevant amount on the following Banking Day after the decision has been made;
  - 9.3.6 If the issuer of a Card disputes the Bank's decision with an International Card Organisation, the final decision on whether the Claim in Recovery is substantiated shall be made by the International Card Organisation;
  - 9.3.7 If an International Card Organisation decides to settle a Claim in Recovery, the Claim in Recovery shall be deemed to have been definitively settled and the Bank shall reduce any subsequent amount payable to the Merchant under clause 7.1 by the amount of the settled Claim in Recovery or

shall debit the Account with the relevant amount on the following Banking Day after receiving information about the settlement of the Claim in Recovery.

- 9.4 The Bank shall neither assess nor check the decisions of the issuer of a Card or of an International Card Organisation in relation to the settlement or rejection of Claims in Recovery.
- 9.5 The Bank shall not be liable for any loss or damage incurred by the Merchant in relation to any Claims in recovery. The Merchant shall be liable for any loss or damage incurred by the Bank due to a Claim in Recovery.

## **10. RESTRICTION OF THE PROVISION OF SERVICES AND THE CANCELLATION OF A TRANSACTION BY THE BANK**

- 10.1 The Bank shall be entitled to, by notifying the Merchant about it, to stop partly or fully the provision of the Service (including the possibility of effecting Transactions) or to restrict the range of Cards permitted for Transactions or to stop payments to be made to the Merchant under clause 7.1 or a Transaction, instead of the Merchant and without the consent of the Merchant, if:
  - 10.1.1 the Merchant breaches the restrictions stipulated in the Agreement or does not perform the obligations stipulated in the Agreement;
  - 10.1.2 this is requested by the Processor or an International Card Organisation;
  - 10.1.3 the Merchant cancels more than 1 (one) per cent of Transactions effected within a period of 24 hours;
  - 10.1.4 this is needed for blocking or preventing fraud perpetrated with Cards or Transactions or any other illegal activities; or
  - 10.1.5 when Transactions are effected, the requirements under the Agreement (including the requirements for the use of a Terminal, the Data Security Requirements or the Security Requirements for Acceptance) or instructions issued by the Bank or the Processor are not observed.
- 10.2 At the Bank's request, the Merchant shall provide clarifications concerning any circumstances under which the rights specified in clause 10.1 are exercised and shall, at the Bank's request, change to the necessary extent the procedures used for effecting Transactions or any other related activities.
- 10.3 The Bank may also exercise several of the rights specified in clause 10.1
- 10.4 If the Bank exercises a right specified in clause 10.1, the Bank's obligation to perform its obligations under the Agreement shall be deemed suspended in the relevant respect.
- 10.5 The Bank shall inform the Merchant of the termination of the application of any restrictions.
- 10.6 The exercising of rights specified in clause 10.1 shall neither prejudice nor preclude the exercising of rights specified in clause 14 by the Bank.

## **11. CHARGES AND COSTS**

- 11.1 The Merchant shall pay the Bank Charges set out in the Price List and the General Price List in instances, in amounts, and at rates specified in the Price List and the General Price List.
- 11.2 Accumulated service charge for Transactions shall be payable simultaneously with every remittance to the Merchant of payment stipulated in clause 7.1. Any charge for the use of a terminal for every calendar month shall be payable by the 10th day of the following calendar month. Any charge for processing a Claim in Recovery shall be payable on the day when the Claim in Recovery is deemed to have been definitively settled. Any charge for the termination of the Agreement (clause 14.3) shall be payable on the day of the termination of the Agreement. Any charge for short-term lease (clause 12.13) shall be payable on the day when notification is provided about the termination of the use of the Leased Terminal. Any other Charges shall be payable on the day of the occurrence or revelation of the circumstance which the relevant Charge is based on, unless the Price List or General Price List stipulate otherwise.
- 11.3 If the Parties agree to amend the Price List, the amended Price List shall take effect from midnight on the calendar day following the day of the amendment. The Bank shall be entitled to amend the Price List also unilaterally by notifying the Merchant of this at least 30 (thirty) calendar days in advance, in which event the amended Price List shall take effect once such a term has lapsed.
- 11.4 The Bank shall reduce any subsequent amount payable to the Merchant under clause 7.1 by the amount of the Charges that have fallen due or shall debit the Account with such Charges on the day on which they fall due.
- 11.5 At the Merchant's request, the Bank shall issue an invoice for Charges.
- 11.6 Unless the Agreement stipulates otherwise, each Party shall pay its own costs related to the performance of the Agreement.
- 11.7 For the sake of clarity, it is agreed that any communications costs incurred by the Merchant in relation to the use of the Service shall be paid by the Merchant itself.
- 11.8 If the Merchant requests advisory or other facilitating service whose provision free of charge is not stipulated under the Agreement, the Merchant shall pay for such a service based on an invoice presented by the Bank.

## **12. USE OF A LEASED TERMINAL**

- 12.1 The provisions in clause 12 herein shall apply to the relations between the Parties if the Merchant is using a Leased Terminal. The Merchant shall be deemed to be using a Leased Terminal if the Merchant has accepted one from the Bank or the Bank's representative, signing a relevant formal record for its acceptance. The risk of the accidental destruction of a Leased Terminal shall pass to the Merchant upon the Merchant taking possession of the Leased Terminal.
- 12.2 By signing a formal record for the acceptance of a Leased Terminal, the Merchant certifies that the Leased Terminal handed over to it is complete (that is, a user manual is provided with the Leased Terminal), operational and intact, and that it has been provided with information on how to operate the Leased terminal.
- 12.3 In the case of any aspect not regulated by the Agreement, provisions in legislation concerning leasing shall apply to the use of a Leased Terminal.
- 12.4 The Merchant may use a Leased Terminal only for the use of the Service. The Merchant shall be forbidden from making the Leased Terminal available for the use of any third parties (including its subsidiaries or affiliates).
- 12.5 When using a Leased Terminal, the Merchant shall abide by the user manual for the Leased Terminal and any other conditions for its use and handle the Leased Terminal prudently. Without the Bank's permission, the Merchant may not make any modifications to the Leased Terminal (including any modifications to the software used by the Leased Terminal), modify its appearance or functionality or install any add-ons on the Leased Terminal.

12.6 The Merchant shall be liable for any damage to a Leased Terminal, except if the damage has been caused by the Bank's activity, a fault in the manufacturing of the Leased Terminal or faulty software. In the event of the destruction of the Leased Terminal or its being rendered unusable in a manner such that in the Bank's assessment repairing it is not expedient, the Merchant shall indemnify the Bank for the cost of the Leased Terminal based on an invoice presented by the Bank.

12.7 The Bank shall arrange for the installation of a Leased Terminal at a Point of Sale by the Processor's representative in accordance with the provisions in clause 4.2.

12.8 The Merchant shall notify the Bank and the Processor immediately of any faults of a Leased Terminal and shall refrain from the use of a faulty Leased Terminal.

12.9 The maintenance and repairs of a Leased Terminal shall be performed by a party designated by the Bank. The Merchant shall provide access and any other conditions needed for the above. At the request of the Bank or a party designated by the Bank, the Merchant shall upload the necessary software updates to the Leased Terminal in accordance with instructions from the Bank or a party designated by the Bank.

12.10 By providing the Merchant with notification about it 5 (five) Banking Days in advance, the Bank shall be entitled to, at any time, replace a Leased Terminal with a new Leased Terminal, in which event the provisions in clause 12 herein shall apply to such a new Leased Terminal.

12.11 The Merchant may use a Leased Terminal until the expiry of the Agreement. The Merchant may terminate the use of a Leased Terminal at any time by notifying the Bank about this 5 (five) Banking Days in advance.

12.12 Unless the Parties agree otherwise, a Leased Terminal along with documents and any add-ons shall be returned within 10 (ten) Banking Days of the expiry of the Agreement or of the termination of its use. For the use of the Leased Terminal, the Merchant shall pay a Charge in the amount stipulated in the Price List for a whole calendar month during which it provided notification about the return of the Leased Terminal in accordance with clause 12.11. In the event of a delay in the return of the Leased Terminal, the Merchant shall pay, if the Bank so requires, a contractual penalty in the amount of EUR 5 (five) for every day of delay for every Leased Terminal not returned on time.

12.13 If the Merchant provides notification about the termination of the use of a Leased Terminal before 3 (three) months lapse from the beginning of the use of the Leased Terminal, it shall, if the Bank so requires, pay the Bank an additional Charge for short-term lease in the amount specified in the General Price List.

### 13. SALE OF A TERMINAL

13.1 By agreement between the Bank and the Merchant, the Merchant may buy a Terminal from the Bank, including a Leased Terminal in use, on conditions agreed upon separately between the Parties.

13.2 In the event of the sale of a Terminal (including a Leased Terminal in use) to the Merchant, in the context of the Agreement such a Terminal shall be regarded as the Merchant's own Terminal upon the transfer of the right of ownership. Upon the acquisition of a Leased Terminal in use, the lease relationship between the Parties shall come to an end (and accordingly the provisions of clause 12 shall no longer apply to such a Leased Terminal) upon the transfer of the right of ownership of the Leased Terminal to the Merchant. Upon the acquisition of a Leased Terminal, the Merchant shall pay a Charge in the amount stipulated in the Price List for a whole calendar month during which it acquired the Leased Terminal.

### 14. TERM AND TERMINATION OF THE AGREEMENT

14.1 This Agreement is concluded for an indefinite term.

14.2 Either Party shall be entitled to terminate this Agreement at any time, notifying the other Party of this in writing 30 (thirty) calendar days in advance.

14.3 If the Merchant terminates the Agreement before 3 (three) months lapse from the conclusion of the Agreement, it shall, if the Bank so requires, pay the Bank a Charge for the termination of the Agreement in the amount specified in the Price List. The Charge for the termination of the Agreement shall not apply if the Merchant terminates the Agreement on the grounds in clause 14.4.

14.4 The Merchant shall not have to observe the term of advance notification if the Bank has amended the Price List or General Price List, increasing the rates of Charges, or has imposed additional Charges or if the Bank amends the Conditions in accordance with clause 17 and the Merchant does not accept the amendments.

14.5 The Bank shall not have to observe the term of advance notification if:

14.5.1 the grounds for the termination arise under legislation or the General Conditions;

14.5.2 the Merchant has breached the Data Security Requirements or Security Requirements for Acceptance or has failed to observe instructions from the Bank or the Processor for completing a transaction;

14.5.3 the Merchant does not set up the Security Deposit required by the Bank on the terms stipulated in the Agreement;

14.5.4 the Merchant has materially breached any other conditions of the Agreement (including any conditions for the use of a Terminal);

14.5.5 the Merchant has provided false information to the Bank when concluding or performing the Agreement;

14.5.6 a Terminal or the Service has been used for the perpetration of fraud;

14.5.7 the Merchant significantly changes the range of goods sold or services provided, and the Bank does not wish to provide the Service for enabling payment for such goods or services;

14.5.8 more than 1% (one per cent) of Transactions effected in a period of 24 hours are cancelled or a Claim in Recovery is presented for them;

14.5.9 the Bank has reason to believe that Transactions do not meet the applicable regulations or have been used for unlawful activities;

14.5.10 the termination of the Agreement is requested by the Processor or an International Card Organisation;

14.5.11 not a single Transaction has been effected within 1 (one) month; or

14.5.12 the Merchant has repeatedly failed to honour its financial obligations toward the Bank that have fallen due.

14.6 The expiry of the Agreement shall not affect the obligations of either Party that have arisen during the term of the Agreement. The Merchant shall be responsible for the performance of any obligations arising under any Claims in Recovery within 6 (six) months of the expiry of the Agreement.

14.7 In the event of the termination of the Agreement by either Party, the Bank shall be entitled to suspend for up to 6 (six) months the remittance of payments stipulated in clause 7.1 to the Merchant and, if needed, to offset the relevant amounts against any amounts payable by the Merchant under the Agreement.

14.8 In the event of the termination of the Agreement by either Party, the Bank shall be entitled to cancel transactions on behalf of the Merchant without the Merchant's consent.

## 15. LIABILITY

- 15.1 Either Party shall be responsible for the performance of its obligations to the extent set out in legislation, allowing for any differences set out in the General Conditions or the Agreement.
- 15.2 The Bank shall not be liable for any loss or damage caused by faults or inadequate functioning of a Terminal, communications systems or systems used by a third party (including the Processor or an International Card Organisation).
- 15.3 Any liability for failure to duly perform obligations stipulated in the Agreement shall be limited to the direct loss or damage incurred by either Party, except if the breach was intentional or caused through gross negligence. In no case shall the Bank be liable for loss of profit or reputational damage incurred by the Merchant.
- 15.4 The period for the presentation by the Merchant of claims in relation to a Transaction shall be limited to 6 (six) months, after which term the Merchant shall no longer be able to present the Bank with relevant claims.
- 15.5 If the Processor, an International Card Organisation or a third party fines the Bank or in some other manner files a claim against the Bank in accordance with applicable legislation, regulations or agreements, and such a fine or claim is due or related to a breach of the Agreement by the Merchant, the Merchant shall indemnify the Bank for all such fines and claims in accordance with claims presented by the Bank.

## 16. SECURITIES

- 16.1 The Bank shall be entitled to require the Merchant to set up a Security Deposit, in which case the merchant shall set up the Security deposit for the term and on the conditions required by the Bank.
- 16.2 If the Bank requires a Security Deposit to be set up upon the termination of the Agreement and the Merchant does not comply with the Bank's requirement, the Bank shall be entitled to set up such a Security Deposit on behalf of the Merchant without any additional instructions from the Merchant, and such a Security Deposit shall be deemed to have been set up by the Merchant in accordance with the Agreement.
- 16.3 In the event of the termination of the Agreement by either Party, an agreement between the Parties shall be deemed to have come into effect whereby the Merchant shall pledge any funds in its accounts (including Account) opened at the Bank to secure the performance of its obligations under the Agreement in an amount equal to 10% (ten per cent) of the average amount of monthly Transactions over the past six calendar months. The Bank shall be entitled to, within the pledged amount above, restrict the disposal of the funds held by the Merchant at the Bank and to not comply with the Merchant's instructions for the disposal of such funds during the term of the pledge. The Bank shall be entitled to offset its claims against the Merchant under the Agreement against the funds in the pledged accounts.

## 17. AMENDMENT OF THE AGREEMENT

- 17.1 The Bank shall be entitled to unilaterally amend the Conditions by notifying the Merchant thereof at least 2 (two) months in advance by sending the Merchant an e-mail to this effect (if possible) and by publishing a notice about the amendments at its branch and on its website at [www.lhv.ee](http://www.lhv.ee).
- 17.2 The Merchant shall be entitled to, within the above 2 (two) months, cancel the Agreement in accordance with clause 14. If the Merchant has not cancelled the Agreement by the end of this term, it shall be considered to have accepted the amendments, with the amended Conditions beginning to apply to the Merchant from the day following the lapse of the term.

## 18. CONFIDENTIALITY

- 18.1 Either Party shall treat as confidential any information that has become known to it about the other Party in relation to the conclusion or performance of the Agreement. Publication of the above information shall be permitted in the instances and to the extent stipulated by legislation and the General Conditions. With respect to the publication of information, this confidentiality obligation shall not apply to the Processor, an International Card Organisation, the Issuer of a Card, or a party tasked by the Bank with the performance of the Bank's obligations or functions stipulated in the Agreement.
- 18.2 The Merchant shall maintain the secrecy of all information that has become known to it, in relation to the effecting of Transactions, about Cards, Transactions or the users of Cards and shall take adequate measures for the secure preservation of such information and Receipts.
- 18.3 The Merchant is prohibited from using the information specified in clause 18.2 for any purpose whatsoever other than the effecting of Transactions or using the Service.
- 18.4 The Bank shall be entitled to publish information without restriction about the performance of the Agreement by the Merchant if the Merchant has failed to perform its obligations under the Agreement.

## 19. FINAL PROVISIONS

- 19.1 The Bank shall be entitled to debit the Merchant's accounts (including the Account) with any amounts payable by the Merchant under or in relation to the Agreement or withhold such amounts from any amounts payable by the Bank to the Merchant, without any additional instructions whatsoever from the Merchant.
- 19.2 In performing the Agreement, the Bank shall first debit the Account. If the Account does not have the funds needed for meeting the Merchant's obligations under the Agreement, the Bank may debit any of the Merchant's accounts with the relevant amount converting, if necessary, currency in accordance with the exchange rate in effect at the Bank at that point in time.
- 19.3 If the Merchant delays the payment of an amount payable under the Agreement, it shall, if the Bank so requires, pay late interest on the amount owing for every day of delay at the rate that is the rate of the late interest that is generally applied to LHV Bank's customers at that point in time in the event of a negative balance on an account and that is published in the General Price List.
- 19.4 The Merchant may transfer its rights or obligations under the Agreement to a third party and encumber its rights in favour of a third party only with the Bank's prior written consent. The Bank may transfer its obligations under the Agreement to its subsidiaries or affiliates without the Merchant's consent.
- 19.5 The Agreement shall enter into force upon being signed by both Parties.